

Panaji, 16th February, 1989 (Magha 27, 1910)

SERIES II No. 46

OFFICIAL GAZETTE



GOVERNMENT OF GOA

EXTRAORDINARY

GOVERNMENT OF GOA

Revenue Department

Notification

No. 22/122/88-RD

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for construction of road from Vargaon Gimmona in V. P. Piligao in Bicholim Taluka.

Now, Therefore, the Government hereby notifies, under sub-section (1) of section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this Notification, will, under clause (seventh) of section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints, under clause (c) of section 3 of the said Act, the Special Land Acquisition Officer Duler Mapusa to perform the functions of a Collector North Goa District, Panaji under the said Act in respect of the said land.

5. The Government also authorises, under sub-section (2) of section 4 of the said Act, the following officers to do the acts specified therein in respect of the said land.

1. The Collector, North Goa District, Panaji.
2. The Special Land Acquisition Officer, Duler Mapusa.
3. The Executive Engineer, W.D. XVIII (R&B) P.W.D. Ponda.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Special Land Acquisition Officer, Duler, Mapusa for a period of 30 days from the date of publication of this Notification in Official Gazette.

SCHEDULE

(Description of the said land)

Taluka: Bicholim

Village: Piligao

| Survey No. Sub. Div. No. | Names of the persons believed to be interested | Approximate area in sq. mts. |
|-----------------------------|---|------------------------------------|
| 1 | 2 | 3 |
| 21/ 1 part | O: Vankatesh Ramchandra Garde. Anant Rama Garde. Atchut R. Garde. | 425.00 |
| "/ 5 part | O: Same as S. No. 21/1. T: Govind Vishnu Gimonkar. | 90.00 |
| "/ 4 | O: Same as S. No. 21/1. T: Tukaram Gavade. | 35.00 |
| 15/ 1 part | O: Atmaram Yeshwant Shat Gaonkar. | 445.00 |
| "/ 2 part | O: Atmaram Yeshwant Shat Gaonkar. | 30.00 |
| "/ 5 | O: Comunidade Piligao. | 35.00 |
| "/ 8 | O: Ahamad Khan Husan Khan. | 870.00 |
| "/10 | O: Vincent Avelino Martin. T: Namdev Narayan Porob Gaonkar. | 570.00 |
| "/ 9 | O: Shri Mahadev Devasthan. T: Raghunath Shambu Shirodkar. | 130.00 |
| "/12 | O: Shalini Shambhu Shirodkar. T: Ramkrishna Anant Prabhu Gaonkar. | 120.00 |
| "/11 | O: Shri Devi Shantadurga Devasthan. T: Khamu Nilu Gimonkar. | 50.00 |
| 16/26 part | O: Shripad Vaikunth Naik. T: Laxman Babaji Dharkar. | 35.00 |
| "/27 | O: Shripad Vaikunt Naik. T: Namdev Narayan Porob Gaonkar. | 35.00 |
| "/28 | O: Same as S. No. 16/26. T: Ladu Saju Dharkar. | 35.00 |
| "/29 | H: Same as S. No. 16/26. T: Vithal Gopal Betkekar. | 40.00 |
| "/30 | H: Same as S. No. 16/26. T: Fokru Addu Dharkar. | 35.00 |
| "/25 | H: Shripad V. Naik. T: Kusta Ramchandra Dharkar. | 35.00 |
| "/31 part | O: Same as S. No. 16/26. T: Laxman Babaji Dharkar. | 35.00 |
| 16/32 | O: Same as S. No. 16/26. T: Namdev Narayan Porob Gaonkar. | 35.00 |
| "/33 | O: Same as S. No. 16/26. T: Ladu Sagun Dharkar. | 35.00 |
| "/34 | O: Same as S. No. 16/26. T: Vithal Gopal Detkekar. | 30.00 |
| "/35 | O: Same as S. No. 16/26. T: Fokru Addu Dharkar. | 30.00 |
| 14/ 1 | O: Atmaram Yeshwant Shet Gonkar. | 670.00 |
| 13/ 1 | O: Comunidade Piligao. | 30.00 |
| "/ 4 | O: Ahamad Khan Husan Khan. | 1330.00 |
| "/ 8 | O: Comunidade Piligao. | 60.00 |

| 1 | 2 | 3 |
|------------|---|--------|
| "/ 9 | O: — do — | 525.00 |
| 12/ 2 part | O: Shri Chamunda Devastan. Vargaon. | 810.00 |
| 11/ 0 | — do — | 870.00 |
| 8/ 5 | O: Atchut Pandurang Naik. | 65.00 |
| "/ 3 | O: Ahamad Khan Husan Khan. | 135.00 |
| "/ 1 | O: Keshav Vishnu Lawanis. T: Sonu Vatu Ginonkar. | 690.00 |
| "/ 2 | O: Gopal Damodar Kadkade. | 65.00 |
| 7/ 1 part | O: Vincent Avelino Martin. T: Namdev Narayan Paron Gaonkar. | 300.00 |
| 6/ 1 | O: Shri Mahadev Devastan Pilgao. T: 1. Raghunath Shambhu Shirodkar. 2. Krishna Sakharan Karapurkar. | 210.00 |
| "/ 2 | O: Comunidade of Pilgao. T: 1. Ravalu Satu Parab Gaonkar. 2. Krishna Sakharan Karapurkar. | 150.00 |
| "/ 3 | O: Shripad Vaikunt Naik. T: Laxman Babaji Dharkar. | 50.00 |
| "/ 4 | O: Same as S. No. 6/3. T: Namdev Narayan Parab Gaonkar. | 50.00 |
| "/ 5 | O: Same as S. No. 6/3. T: Ladu Sagun Dharkar. | 35.00 |
| "/ 6 | O: Same as S. No. 6/3. T: Vitthal Gopal Betkekar. | 35.00 |
| "/ 7 | O: Same as S. No. 6/3. T: Fokru Addu Dharkar. | 55.00 |
| "/ 8 | O: Same as S. No. 6/3. T: Kusta Ramchandra Dharkar. | 75.00 |
| 6/10 | O: Shri Mahadev Devasthan. | 10.00 |

Boundaries:

North: S. No. 21/2, 5, 4, S. No. 15/1, 2, 15, 8, 10, 9, 12, 11 S. No. 16/26, 27, 28, 29, 25, 30, 31, 32, 33, 34, 35, S. No. 12/2, S. No. 13/4, 13/8, 9 Existing Road.

South: S. No. 21/1, S. No. 14/1, S. No. 13/1, 4, 8, 9, S. No. 11 S. No. 8/5, 3, 1, 2, S. No. 7/1, S. No. 6/1, 2, 3, 4, 5, 6, 7, 8, 10 Existing Road.

East: Existing Road S. No. 16/31, 32, 33, 34, S. No. 6/4 5, 6, 7, 8, S. No. 7/1, S. No. 8/2, 3, 1, 5.

West: S. No. 21/1, S. No. 13/8, 9, 4, S. No. 13/7, S. No. 11.

Total 9405.00

By order and in the name of the Governor of Goa.

P. S. Nadkarni, Under Secretary, (Revenue).

Panaji, 28th December, 1988.

Notification

No. 22/166/88-RD

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition of Xelvona branch part IV in the Command area of D1 of S.I.P. in Xelvona village of Quepem Taluka.

And Whereas in the opinion of the Government the provisions of sub-section (1) of section 17 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act"), are applicable.

Now, Therefore, the Government hereby notifies under sub-section (1) of section 4 of the said Act that the said land is likely to be needed for the purpose specified above.

The Government further directs under sub-section (4) of section 17 of the said Act that the provisions of section 5A of the said Act shall not apply in respect of the said land.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or

other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this Notification, will, under clause (seventh) of section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints, under clause (c) of section 3 of the said Act, The Special Land Acquisition Officer (S.I.P.) I.D. Complex, Gogal, Margao to perform the functions of a Collector South Goa District, Margao under the said Act in respect of the said land.

5. The Government also authorises, under sub-section (2) of section 4 of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector, South Goa District, Margao.
2. The Special Land Acquisition Officer (S.I.P.) I.D. Complex, Gogal, Margao.
3. The Executive Engineer, S.I.P. Works Division XIII, I. D. Quepem, Goa.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Special Land Acquisition Officer, (S.I.P.) I. D. Complex, Gogal, Margao for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Taluka: Quepem

Village: Xelvona

| Survey No. Sub. Div. No. | Names of the persons believed to be interested | Approximate Area in sq. mts. |
|-----------------------------|--|------------------------------------|
| 1 | 2 | 3 |
| 72/1 part | O: 1. Francisco Jose Antonio R. S. De Agevedo. | 75.00 |
| 72/17 part | O: 1. Agostinho D'Costa. | 180.00 |
| 72/3 part | O: 1. Francisco Jose Antonio R. S. Azevedo. | 1200.00 |
| 72/5 part | O: Rama Govinda Fotto Dessai. T: Antonio Jose D'Costa. | 75.00 |
| 72/7 part | O: 1. Vithoba Mahadev Dessai. 2. Pandari Bombi Dessai. 3. Tulsidas Pandurang Dessai. 4. Raghunat Ragoba Dessai. 5. Abole Naik. | 125.00 |
| 72/11 part | O: 1. Saju Kusta Fotto Dessai. 2. Gopinath Kusta Fotto Dessai. T: Joao Inacio Fernandes. | 75.00 |
| 72/14 part | O: 1. Rosario D'Costa. T: Maddu Shankar Naik. | 100.00 |
| 54/1 part | O: 1. Silvestro Mascarenhas. 2. Joaquim Manuel Mascarenhas. 3. Concecao Mascarenhas. 4. Minguelo Jose Mascarenhas. 5. Mungulo Saulo Dessai. 6. Datta Saulo Dessai. 7. Saju Kusta Fotto Dessai. 8. Sitaram Pandu Fotto Dessai. 9. Dottu Babuso Fotto Dessai. 10. Hari Laximan Dessai. 11. Loxmu Puti Fotto Dessai. 12. Ganesh Sham Fotto Dessai. 13. Raia Puti Dessai. 14. Rama Govind Fotto Dessai. 15. Gopinath Kusta Fotto Dessai. T: 1. Santano Fernandes. 2. Joao Inacio Fernandes. 3. Joao Inacio Fernandes. | 600.00 |

| 1 | 2 | 3 | 1 | 2 | 3 |
|------------|--|---------|------------|--|--------|
| 74/1 part | O: 1. Santano D'Costa. 2. Alberto Mascarenhas. T: 1. Joao Inacio Fernandes. | 270.00 | 20/59 part | O: Nuno Cunha Gonsalves. T: Ganesh Dessai. | 150.00 |
| 74/3 part | O: 1. Suriya Vithoba Dessai. 2. Pondary Bombi Dessai. 3. Vithol Mahadev Dessai. 4. Tulshidas Pandu Dessai. | 210.00 | 20/60 part | O: Nuno Cunha Gonsaleves. T: 1. Kushal Pisolo Naik. 2. Rocky Mascarenhas. | 175.00 |
| 75/9 part | O: 1. Suresh Oredkar. T: 1. Krishna Babuso Fotto Dessai. 2. Chandu Babuso Fotto Dessai. | 450.00 | 20/61 part | O: 1. Nuno Cunha Gonsalves. T: Piadade Rodriuges. | 100.00 |
| 75/6 part | O: Ragunath Ragoba Dessai. | 25.00 | 18/15 part | O: 1. Chandu Shiva Kuelkar. T: 1. Antonio Fernandes. 2. Martinho Fernandes. 3. Joao Fernandes. 4. Caitano Fernandes. | 150.00 |
| 75/7 part | O: Vithal Mahadev Dessai. | 25.00 | 18/20 part | O: Chandu Shiva Kuelkar. T: Taramati Telu Naik. | 75.00 |
| 76/3 part | O: 1. Datta Saulo Dessai. 2. Mungulo Saulo Dessai. | 225.00 | 18/22 part | O: 1. Chandu Shiva Kuelkar. T: Taramati Talu Naik. | 150.00 |
| 76/15 part | O: 1. Antonio Joao D'Costa. | 200.00 | 18/23 part | O: Chandu Shiva Kuelkar. T: Laximan Datta Naik. | 100.00 |
| 76/20 part | O: 1. Saju Kusta Fotto Dessai. 2. Gopinath Fotto Dessai. | 50.00 | 18/24 part | O: 1. Chandu Shiva Kuelkar. T: Antonio Fernandes. | 100.00 |
| 76/25 part | O: 1. Salu Pereira. T: Manuel Fernandes. | 50.00 | 18/25 part | O: 1. Chandu Shiva Kuelkar. T: Piadade Rodrigues. | 100.00 |
| 76/31 part | O: 1. Fotti Mukund Fotto Dessai. 2. Ramnath Fotto Dessai. | 50.00 | 18/26 part | O: Chandu Shiva Kuelkar. T: Alsin Milagres Azavedo. | 100.00 |
| 76/26 part | O: 1. Tukaram Narayano Naik. 2. Pandu Satu Fotto Dessai. 3. Shivram Satu Dessai. 4. Datta Satu Dessai. | 75.00 | 18/27 part | O: Chandu Shiva Kuelkar. T: Gurudas Fotto Dessai. | 100.00 |
| 76/34 part | O: 1. Hari Laximan Dessai. 2. Babuso Laximan Dessai. | 75.00 | 18/28 part | O: Chandu Shiva Kuelkar. T: Salvador Mascarenhas. | 125.00 |
| 76/39 part | O: 1. Salu Pereira. T: Manuel Fernandes. | 325.00 | 18/29 part | O: Chandu Shiva Kuelkar. T: Damu Shaba Fotto Dessai. | 75.00 |
| 76/35 part | O: 1. Datta Saulo Dessai. T: Mungulo Saulo Dessai. | 50.00 | 18/30 part | O: Chandu Shiva Keulkar. T: Salvador Mascarenhas. | 150.00 |
| 76/40 part | O: 1. Antonio Joao Costa. | 75.00 | 18/31 part | O: Chandu Shiva Kuelkar. T: Taramati Telu Naik. | 25.00 |
| 76/41 part | O: 1. Shri Devi Sateri Prassan. | 25.00 | 18/32 part | O: Chandu Shiva Kuelkar. T: Piadade Rodrigues. | 75.00 |
| 76/44 part | O: 1. Saju Kusta Dessai. 2. Gopinath Kusta Dessai. T: Antonio Jose Costa. | 25.00 | 18/33 part | O: Chandu Shiva Kuelkar. T: Milagres Azavedo. | 75.00 |
| 76/45 part | O: 1. Tukaram Narayan Naik. 2. Pandu Santu Fotto Dessai. 3. Shivaram Santu Dessai. 4. Datta Santu Dessai. | 25.00 | 18/36 part | O: Chandu Shiva Kuelkar. T: Salvador Mascarenhas. | 50.00 |
| 76/46 part | O: 1. Antonio Jose Costa. | 75.00 | 18/39 part | O: Chandu Shiva Kuelkar. T: Laximan Datta Naik. | 75.00 |
| 76/49 part | O: 1. Tukaram Pandu Dessai. | 75.00 | 18/40 part | O: Chandu Shiva Kuelkar. T: Salvador Mascarenhas. | 100.00 |
| 76/51 part | O: 1. Salu Pereira. T: 1. Manuel Fernandes. | 100.00 | 18/43 part | O: Gangabai Shamba Bhandolkar. | 150.00 |
| 76/55 part | O: 1. Magaldas Kushali Fotto Dessai. 2. Chandrakant Malu Fotto Dessai. 3. Gopi Salu Fotto Dessai. | 200.00 | 18/37 part | O: Chandu Shiva Kuelkar. T: Damu Shamba Fotto Dessai. | 100.00 |
| 21/1 part | O: 1. Shripad Datta Uttam Kamat. 2. Manguesh Bhikaro Fotto Dessai. T: Uttam Chandru Fotto Dessai. | 250.00 | 18/38 part | O: Chandu Shiva Kuelkar. T: Antonio Fernandes. | 50.00 |
| 20/1 part | O: 1. Nira Devidas. 2. Mohandas Nilkant Senai Molconekar. T: Laximan Putu Fotto Dessai. | 375.00 | | | |
| 4/1 part | O: Comunidade of Shelvona. T: Joao Costa. | 850.00 | | | |
| 4/3 part | O: 1. Joao Fernandes. 2. Antonio Fernandes. 3. Martinho Fernandes. 4. Caitano Fernandes. | 125.00 | | | |
| 4/4 part | O: 1. Antonio Mascarenhas. T: 1. Francisco Xavier Fernandes. | 650.00 | | | |
| 4/6 part | O: 1. Nuno Cunha Gonsalves. 2. Parvati Surya Fotto Dessai. T: 1. Filinho Pereira. 2. Conceceao Mascarenhas. | 1500.00 | | | |
| 4/7 part | O: 1. Nuno Cunha Gonsalves. T: Filiph Pereira. | 450.00 | | | |
| 20/51 part | O: 1. Nuno Cunha Gonsaves. T: Domingoes Fernandes. | 75.00 | | | |
| 20/52 part | O: Nuno Cunha Gonsalves. T: Ganesh Dessai. | 150.00 | | | |
| 20/53 part | O: Nuno Cunha Gonsalves. T: Kushali Pisolo Naik. | 75.00 | | | |
| 20/54 part | O: Nuno Cunha Gonsalves. Rocky Mascarenhas. | 75.00 | | | |
| 20/55 part | O: Nuno Cunha Gonsalves. T: Peadeade Rodrigues. | 150.00 | | | |
| 20/56 part | O: Nuno Cunha Gonsalves. T: Domingoes Fernandes. | 100.00 | | | |
| 20/57 part | — do — | 150.00 | | | |
| 20/58 part | O: Nuno Cunha Gonsalves. T: Peadeade Rodrigues. | 100.00 | | | |

Boundaries:

North: Nala.

South: Railway line.

East: 72/1, 72/17, 72/3, 72/5, 72/7, 72/11, 72/14, 54/1, 74/1, 74/3, 75/9, 76/16, 3, 15, 26, 35, 44, 39, 46, 49, 52, 51, 55, 21/1, 20/1, 4/1, 4/4, 4/6, 4/7, 20/61, 60, 59, 53, 57, 56, 58, 54, 53, 52, 15, 18/22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 38, 39, 40, 43.

West: 72/1, 16, 3, 5, 7, 11, 14, 54/1, 74/1, 3, 75/9, 76/3, 15, 20, 25, 31, 34, 39, 40, 44, 46, 51, 55, 21/1, 20/1, 4/1, 4/3, 4/4, 4/6, 4/7, 20/60, 20/59, 58, 57, 56, 55, 54, 53, 52, 51, 18/15, 14, 20, 22, 23, 24, 25, 26, 27, 28, 29, 30, 32, 33, 36, 43.

Total 12535.00

By order and in the name of the Governor of Goa.

P. S. Naikarni, Under Secretary (Revenue).

Panaji, 4th January, 1989.

Notification

No. 22/100/87-RD

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for construction of road from Mopa to Karmali in Tamboxem in Pernem Taluka.

Now, Therefore, the Government hereby notifies, under sub-section (1) of section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector, appointed under paragraph 4 below, after the date of the publication of this Notification, will, under clause (seventh) of section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints, under clause (c) of section 3 of the said Act, the Land Acquisition Officer, P.W.D. (Cell) Altinho Panaji to perform the functions of a Collector North Goa District, Panaji under the said Act in respect of the said land.

5. The Government also authorise, under sub-section (2) of section 4 of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector, North Goa District, Panaji.
2. The Land Acquisition Officer, P.W.D. (Cell) Altinho, Panaji.
3. The Executive Engineer, Works Division II (R & B) P.W.D. Panaji.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Land Acquisition Officer, P.W.D. (Cell) Altinho, Panaji for a period of 30 days from the date of publication of this Notification in Official Gazette.

SCHEDULE

(Description of the said land)

| Taluka: Pernem | | Village: Mopa |
|-----------------------------|---|------------------------------------|
| Survey No. Sub. Div. No. | Names of the persons believed to be interested | Approximate area in sq. mts. |
| 1 | 2 | 3 |
| 152/10 part | Vishnu Ganesh Deshprabhu. T: Baba G. Parab. Laxmian B. Parab. Gangaram G. Parab. | 500.00 |
| "/20 part | Tukaram D. Parab. Rajaram A. Parob. Krishna A. Parob. Shankar A. Parob. Chandrakant A. Parob. | 125.00 |
| "/26 part | Vishnu Ganesh Deshprabhu. | 150.00 |
| 151 part | Shri Dev. Vetal. | 75.00 |
| 150/1 part | Narayan Krishna Parob. Dayanan Krishna Parob. | 1500.00 |
| "/3 part | Uttam Krishna Parob. Shantaram Krishna Parob. | 50.00 |
| 149/10 part | Vishnu Ganesh Deshprabhu. | 650.00 |
| "/11 part | — do — | 200.00 |
| 148/10 part | Rajaram Shriram Deshprabhu, | 200.00 |

| 1 | 2 | 3 |
|--|--|---------|
| 145/4 part | Shri Dev. Satpurush Vas Tukaram Devdas. | 175.00 |
| 145/3 part | Vishnu Ganesh Deshprabhu, | 650.00 |
| Boundaries: | | |
| North: S. No. 152/10, S. No. 149/10, 11 & 148/10. | | |
| South: S. No. 145/3. | | |
| East: S. No. 152/20, 152/10, S. No. 151, S. No. 150/1 & S. No. 149/10. | | |
| West: S. No. 152/10, 26, S. No. 150/1, S. No. 149/10, 11, S. No. 148/10. | | |
| Total | | 4275.00 |

By order and in the name of the Governor of Goa.

P. S. Nadkarni, Under Secretary (Revenue).

Panaji, 16th January, 1989.

Notification

No. 22/6/89-RD

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for re-construction of culvert including approaches at Panaskhande Temple in village Panchayat Loliem - Poliem.

Now, Therefore, the Government hereby notifies, under sub-section (1) of section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this Notification, will, under clause (seventh) of section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints, under clause (c) of section 3 of the said Act, the Deputy Collector and S.D.O. Quepem to perform the functions of a Collector South Goa District, Margao under the said Act in respect of the said land.

5. The Government also authorise, under sub-section (2) of section 4 of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector, South Goa District, Margao.
2. The Dy. Collector and S.D.O. Quepem.
3. The Executive Engineer, W.D. VI (R&B) P.W.D. Fatorda.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Dy. Collector & S.D.O. Quepem for a period of 30 days from the date of publication of this Notification in Official Gazette.

SCHEDULE
(Description of the said land)

Taluka: Canacona

Village: Loliem

| Survey No. Sub. Div. No. | Names of the persons believed to be interested | Approximate area in sq. mts. |
|------------------------------------|---|------------------------------------|
| 1 | 2 | 3 |
| 41/6 part | Ghortu Satu Pagui. | 265.00 |
| "7 part | Vaman Krishna Bhat. | 420.00 |
| "8 part | Keshav Padmnabh Bhat. | 315.00 |
| "9 part | Hari Rama Bhat. | 100.00 |
| 40/7 part | Keshav Padmnabh Bhat. | 210.00 |
| "13 part | Confraria Shri Venkatesh Dev. | 475.00 |
| North: S. No. 41/5, S. No. 40/13. | | |
| South: S. No. 41/9, 40/13, 41/14. | | |
| East: Road, S. No. 40/1, 13, Nala. | | |
| West: S. No. 41/6, 7, 8, 9. | | |
| Total | | 1785.00 |

By order and in the name of the Governor of Goa.

P. S. Nadkarni, Under Secretary (Revenue).

Panaji, 25th January, 1989.

Notification

No. 22/19/89-RD

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose, viz. Land acquisition for improvement of Ambulor road in village Panchayat Verna, Salcete.

Now, therefore, the Government hereby notifies under sub-section (1) of section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) hereinafter referred to as the said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this Notification, will, under clause (seventh) of section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints under clause (c) of section 3 of the said Act, the Deputy Collector (Land Acquisition) Collectorate of South Goa, Margao to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government also authorises, under sub-section (2) of section 4 of the said Act, the following officers to do the acts specified therein in respect of the said land.

1. The Collector, South Goa, Margao.
2. Dy. Collector (Land Acquisition, Collectorate of South-Goa, Margao).
3. The Executive Engineer, W.D VI (R&B) P.W.D., Fatorda.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Deputy Collector (Land Acquisition),

Collectorate of South Goa, Margao for a period of 30 days from the date of publication of this Notification in Official Gazette.

SCHEDULE
(Description of the said land)

Taluka: Salcete

Village: Verna

| Survey No. Sub. Div. No. | Names of the persons believed to be interested | Approximate area in sq. mts. |
|-----------------------------|--|------------------------------------|
| 1 | 2 | 3 |
| 141/15 (part) | Diago Francisco Rodrigues. | 45.00 |
| 141/16 (part) | Comunidade of Verna. | 55.00 |
| 141/17 (part) | Glorina Annecarith Mathavanno. | 210.00 |
| 141/20 (part) | — do — | 140.00 |
| 194/1 (part) | 1. Caetano Ataide. 2. Vincent Mendes. 3. Pedro Rodrigues. 4. Pachao A. Rodrigues. | 50.00 |
| 135/4 (part) | Glorin Esmariath Matios. | 140.00 |
| 135/5 (part) | Comunidade of Verna. | 95.00 |
| 135/3 (part) | — do — | 45.00 |
| 135/2 (part) | — do — | 20.00 |
| 80/21 (part) | — do — | 150.00 |
| 108/1 (part) | Augusto da Gama. | 1455.00 |
| 109/6 (part) | Cosmo Araujo. | 360.00 |
| 109/5 (part) | Caetano Santano Correia. | 330.00 |
| 109/4 (part) | Artimisia Gama Moniz. | 225.00 |
| 109/3 (part) | Gil Francisco Roque Correia. | 450.00 |
| 109/2 (part) | Artimisia Gama Moniz. | 170.00 |
| 109/1 (part) | Sylviada Gama. | 620.00 |
| 133/2 (part) | Comunidade of Verna. | 350.00 |
| 131/4 (part) | Cosme Araujo. | 30.00 |
| 131/2 (part) | Caetano Santano Correia. | 135.00 |
| 131/1 (part) | Artemisia Gomes e Moniz. | 55.00 |
| 110/5 (part) | Salvador Augusto Correia & Antonio Correia. | 395.00 |
| 110/4 (part) | Filipe Abranches. | 550.00 |
| 110/3 (part) | Jose Lucio Filomeno Abranches. | 525.00 |
| 110/2 (part) | Vincete Melo. | 140.00 |
| 110/1 (part) | Artimisia Gama Moniz. | 360.00 |
| 105/6 (part) | Patriarcal da Gama. | 360.00 |
| 105/5 (part) | Camilo Francisco Menezes. | 140.00 |
| 105/4 (part) | Filipe Abranches. | 100.00 |
| 105/3 (part) | 1. Chandrakant Bondodkar. 2. Modu Bandodkar. | 145.00 |
| 105/2 (part) | Francisco Antonio Faria. | 525.00 |
| 105/1 (part) | Thomas Xavier. | 330.00 |
| 129/1 (part) | Artemisia Gomes e Moniz. | 140.00 |
| 111/1 (part) | Patriarcal de Gama. | 450.00 |
| 111/2 (part) | Luiza Gama. | 195.00 |
| 112/1 (part) | Terezinha Pacheco Faria. | 900.00 |
| 112/5 (part) | Joao Abranches. | 90.00 |
| 112/2 (part) | Ramnath Modgaonkar. | 385.00 |
| 112/4 (part) | Jacinto Costa. | 100.00 |
| 113/1 (part) | Comunidade of Verna. | 30.00 |
| 113/2 (part) | Joseph Anthony Menezes. | 255.00 |
| 103/4 (part) | Joseph Filipe Abranches. | 875.00 |
| 104/5 (part) | Camilo Francisco Menezes. | 575.00 |
| 104/4 (part) | Filipe Abranches. | 55.00 |
| 104/3 (part) | Chandrakant Bandodkar & Chandrakant Bondodkar & | 60.00 |
| 104/2 (part) | Francisco Anthony Faria. | 35.00 |
| 99/1 (part) | Joao Abranches. | 450.00 |
| 99/2 (part) | Camilo Piedade D'Sa. | 275.00 |
| 99/3 (part) | Francisco Anthony Faria & Minguel Joao Faria. | 2000.00 |
| 99/4 (part) | Comunidade of Verna. | 30.00 |
| 99/5 (part) | Filipe Correia. | 140.00 |
| 97/1 (part) | Luis Custodio Caladio. | 475.00 |
| 97/5 (part) | Gil Francisco Roque Correia. | 130.00 |
| 98/4 (part) | Filipe Correia. | 200.00 |

Boundaries:

North: S. No. 141/5, 135/5, 3, 80/2, 108/1, 109/6, 5, 4, 3, 2, 1, 110/5, 4, 3, 2, 1, 105/5, 4/3/1/93/4, 2, 1, 97/1, 5, 99/5. Existing road, 104/5, 103/4, 113/1, 2.

South: 194/13, 133/2, 131/4, 2, 129/1, 111/1, 3, 112/1, 2, 4, 104/2, 3, 4, 99/5, 4, 3, 2, 1, 97/1, Nala, existing Nala.

| 1 | 2 | 3 |
|---|--|-----------|
| | East: 194/1, road, 111/1, 104/2, 3, 4, 5, 112/2, 113/2, 99/5, 4, 3, 2, 1, existing road. | |
| | West: 141/15, 20, 17, 135/4, 5, 105/5, 4, 3, 2, 1, 108/4, 4, 3, 99/3. | |
| | Total | 16,545.00 |

By order and in the name of the Governor of Goa.

P. S. Nadkarni, Under Secretary (Revenue).

Panaji, 1st February, 1989.

Notification

No. 22/20/89-RD

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for laying water supply pipe line and construction of service Road from Cuelim to Vasco (Chalnage) 41450 to 50993) under 160 MLD Salauli water supply scheme.

And Whereas in the opinion of the Government the provision of sub-section (1) of section 17 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act"), are applicable.

Now, Therefore, the Government hereby notifies under sub-section (1) of section 4 of the said Act that the said land is likely to be needed for the purpose specified above.

The Government further directs under sub-section (4) of section 17 of the said Act that the provisions of section 5A of the said Act shall not apply in respect of the said land.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints under clause (c) of section 3 of the said Act, The Special Land Acquisition Officer, (S. I. P.) I. D. Complex Gogal Margao to perform the functions of a Collector South Goa District, Margao under the said Act in respect of the said land.

5. The Government also authorises, under sub-section (2) of section 4 of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector, South Goa District, Margao.
2. The Special Land Acquisition Officer, (S.I.P.) I. D. Complex Gogal Margao.
3. The Executive Engineer, W. D. XXIV (PHE) PWD Gogal Margao.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Special Land Acquisition Officer (S.I.P.) I. D. Complex Gogal Margao for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Taluka: Mormugao

Village: Sancoale

| Survey No. Sub. Div. No. | Names of the persons believed to be interested | Approximate area in sq. mts. |
|-----------------------------|--|------------------------------------|
| 1 | 2 | 3 |
| 116/1 part | H: Comunidade of Sancoale. T: Anton Gara. | 1400.00 |
| 116/2 part | H: Comunidade of Sancoale. T: Jose Gara. | 950.00 |
| 116/3 part | H: Comunidade of Sancoale. T: Francisco Gara. | 750.00 |
| 117/1 part | Zuari Agro Chemicals Ltd. | 4100.00 |
| 117/2 part | Comunidade of Sancoale. | 400.00 |
| 121/1 part | 1. Joao Cruz Manuel A. P. Dourado. 2. Minguel Francisco C. F. Dourado. | 225.00 |
| 121/2 part | Zuari Agro Chemicals Ltd. | 2500.00 |
| 121/3 part | Anton Dourado. | 50.00 |
| 128/1 part | Zuari Agro Chemicals Ltd. | 350.00 |
| 128/2 part | George Menezes Souza | 1300.00 |
| 128/3 part | 1. Ditoz Agiar. 2. Jose A. 3. Agostinho A. 4. Sebastiao A. 5. Artimiza Goes e Agiar. | 1650.00 |
| 128/5 part | Anton Dourado. | 325.00 |
| 128/7 part | Zuari Agro Chemicals Ltd. | 550.00 |
| 134 part | — do — | 4500.00 |
| 135 part | Yeshwantrao D. Chowgule. | 1900.00 |
| 136 part | Comunidade of Sancoale. | 9000.00 |
| 137 part | 1. Jagdish Y. Chowgule. 2. Chowgule Real Estates and Const. Co. Pvt. Ltd. | 5200.00 |
| 143 part | — do — | 4750.00 |
| 144 part | Comunidade of Sancoale. | 1700.00 |
| 145 part | Doveena Fernandes. | 1800.00 |
| 146 part | Zuari Agro Chemicals Ltd. | 5300.00 |
| 147 part | — do — | 2600.00 |
| 173 part | — do — | 3500.00 |

Boundaries:

North: Road and S. No. 173,
S. No. 147, Road & S. No.
146, 144, S. No. 143, Road
S. No. 136/0, S. No. 128/1,
2, Road S. No. 128/7 and S.
No. 116/3.

South: S. No. 173, S. No. 147,
146, S. No. 145, 144, 143,
137, S. No. 136/0, S. No.
135, S. No. 134, S. No.
128/1 2, 3, 5, S. No. 121/3,
1, 2, S. No. 117/1, 2, S. No.
116/1, 2 and village bound-
ary of Pale.

East: Village boundary of
Pale.

West: Village boundary of
Dabolim.

Taluka: Mormugao

Village: Dabolim

| | | |
|-----------|---|---------|
| 57/1 part | Comunidade of Sancoale. | 1950.00 |
| 3 part | Comunidade of Dabolim. | 200.00 |
| 58/1 part | — do — | 325.00 |
| 58/2 part | — do — | 900.00 |
| 58/3 part | 1. Paul Joel Valis. Pedro Antonio Valis. Paulina Almeida Valis. | 2575.00 |
| 71 part | Indian Navy. | 8000.00 |

Boundaries:

North: S. No. 57/1, S. No.
58/2, Road and S. No. 58/3,
S. No. 3, S. No. 71/0 and
Road.

South: S. No. 57/1, S. No.
58/2, 58/3, S. No. 71/0.

East: Road & S. No. 71/0.

West: S. No. 57/1 & village
Chicalim.

Total 68750.00

By order and in the name of the Governor of Goa.
P. S. Nadkarni, Under Secretary (Revenue).
Panaji, 1st February, 1989.

◆◆◆◆◆
Department of Labour

Order

No. 28/48/88-ILD

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Agencia E. Sequeira, Panaji, and their workman Shri Kashiram M. Sawant in respect of the matter specified in the Schedule annexed hereto (hereinafter referred to as the 'said dispute');

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter called the 'said Act'), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, Daman and Diu at Panaji-Goa, constituted under section 7-A of the said Act.

SCHEDULE

"Whether the action of the management of M/s. Agencia E. Sequeira, Campal, Panaji, in terminating the services of Shri Kashiram M. Sawant, Helper, with effect from 26-10-1987 is legal and justified?"

If not, what relief the workman is entitled to?"

By order and in the name of the Governor of Goa.
Subhash V. Elekar, Under Secretary (Labour).
Panaji, 9th January, 1989.

Order

No. 28/53/88-ILD

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. McDowell and Company Limited, Bethora, and their workmen represented by the Goa Trade and Commercial Workers' Union in respect of the matter specified in the Schedule annexed hereto (hereinafter referred to as the 'said dispute');

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter called the 'said Act'), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, Daman and Diu at Panaji-Goa, constituted under section 7-A of the said Act.

SCHEDULE

"Whether the action of the management of M/s. McDowell and Company Limited in terminating the services of Shri John S. Mendes and Shri Sonu L. Gaonkar with effect from 24-5-1986 is legal and justified?"

If not, what relief the workmen are entitled to?"

By order and in the name of the Governor of Goa.
Subhash V. Elekar, Under Secretary (Labour).
Panaji, 9th January, 1989.

Order

No. 28/55/88-ILD

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Aguada Holiday Resort, Candolim, Bardez-Goa and their workman Shri Edgar A. Dias in respect of the matter specified in the Schedule annexed hereto (hereinafter referred to as the 'said dispute');

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter called the 'said Act'), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, Daman and Diu at Panaji-Goa, constituted under section 7-A of the said Act.

SCHEDULE

"Whether the action of the management of M/s. Aguada Holiday Resort, Candolim, Goa, in terminating the services of Shri Edgar A. Dias, Receptionist-Cum-Cashier with effect from 1-6-1988 is legal and justified?"

If not, what relief the workman is entitled to?"

By order and in the name of the Governor of Goa.
Subhash V. Elekar, Under Secretary (Labour).
Panaji, 9th January, 1989.

Order

No. 28/61/88-ILD

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Goa Bottling Company Private Limited and their workmen represented by the Goa Trade and Commercial Workers' Union in respect of the matter specified in the Schedule annexed hereto (hereinafter referred to as the 'said dispute');

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter called the 'said Act'), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, Daman and Diu at Panaji-Goa, constituted under section 7-A of the said Act.

SCHEDULE

"Whether the action of the management of M/s. Goa Bottling Company Private Limited and their contender Shri Prakash Naik in terminating the services of the following workmen with effect from 27-10-1987 is legal and justified?"

- | | |
|--------------------------|--------------------------|
| 1. Shri Vinayak Naik. | 6. Shri Pradeep Naik. |
| 2. Shri Ramchandra Naik. | 7. Shri Ramakant Naik. |
| 3. Shri Shamba Surlekar. | 8. Ms. Rosaline Cardozo. |
| 4. Shri Uttam Naik. | 9. Ms. Pedrine Colaco. |
| 5. Shri Francis Gaonkar. | 10. Ms. Ruzatte Gaonkar. |

If not, what relief the workmen are entitled to?"

By order and in the name of the Governor of Goa.
Subhash V. Elekar, Under Secretary (Labour).
Panaji, 9th January, 1989.

Order

No. 28/58/88-ILD

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Farm Products, Panaji, and their workman Miss Lurdina D'Souza in respect of the matter specified in the Schedule annexed hereto (hereinafter referred to as the 'said dispute');

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter

called the 'said Act'), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, Daman and Diu at Panaji-Goa, constituted under section 7-A of the said Act.

SCHEDULE

"Whether the action of the management of M/s. Farm Products, Panaji, in terminating the services of Miss Lurdina D'Souza, Baker, with effect from 29-8-1985 is legal and justified?"

If not, what relief the workman is entitled to?"

By order and in the name of the Governor of Goa.

Subhash V. Elekar, Under Secretary (Labour).

Panaji, 11th January, 1989.

Order

No. 28/60/88-ILD

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Fomento Corp., Margao, and their workman Shri Amancio Peter Cortez in respect of the matter specified in the Schedule annexed hereto (hereinafter referred to as the 'said dispute');

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter called the 'said Act'), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, Daman and Diu at Panaji-Goa, constituted under section 7-A of the said Act.

SCHEDULE

"Whether the action of the management of M/s. Fomento Corp., Margao, Goa, in terminating the services of Shri Amancio Peter Cortez, Garage Incharge, with effect from 1-2-1988 is legal and justified?"

If not, what relief the workman is entitled to?"

By order and in the name of the Governor of Goa.

Subhash V. Elekar, Under Secretary (Labour).

Panaji, 11th January, 1989.

Order

No. 28/63/88-ILD

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Samant Marine Udyog, Vasco-da-Gama, and their workman Shri Costa Almeida in respect of the matter specified in the Schedule annexed hereto (hereinafter referred to as the 'said dispute');

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter called the 'said Act'), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, Daman and Diu at Panaji-Goa, constituted under section 7-A of the said Act.

SCHEDULE

"Whether the action of the management of M/s. Samant Marine Udyog, Vasco da Gama, in terminating the services of Shri Costa Almeida, Helper, with effect from 3-3-1987, is legal and justified?"

If not, what relief the workman is entitled to?"

By order and in the name of the Governor of Goa.

Subhash V. Elekar, Under Secretary (Labour).

Panaji, 11th January, 1989.

Order

No. 28/21/83-ILD

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Dispute Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Governor of Goa.

Subhash V. Elekar, Under Secretary (Industries and Labour).

Panaji, 21st April, 1988.

IN THE INDUSTRIAL TRIBUNAL GOVERNMENT OF GOA AT PANAJI

(Before Shri S. V. Nevagi, Hon'ble Presiding Officer)

Reference No. IT/26/83

Workmen — Workmen/Party

V/s

M/s. S. G. Kamat & Co. Pvt. Ltd., — Employer/Party II
Panaji.

Workmen represented by Shri Subhas Naik, Secretary of Goa Trade & Commercial Workers Union.

Employer represented by Adv. P. J. Kamat.

Panaji, Dated: 11-4-1988.

AWARD

This is a reference made by the Government of Goa, by its order No. 28/21/83-ILD dated 22nd June, 1983 with an annexure scheduled thereto which reads as follows:

"Whether notices issued by the management of M/s. S. G. Kamat & Company Private Limited, Susheela Building, Panaji-Goa, on 23-4-1983 to the workmen under Section 25-FFF of the Industrial Disputes Act, 1947, notifying purported closure of their Mavlantod (Sanquelim) and Sanquelim-units with effect from 23-6-1983 for the reasons stated in the said notices, are legal and justified?"

If not, to what relief the workmen in the said Units are entitled to?"

2. The term of reference itself indicated that the management of M/s. S. G. Kamat & Co. Pvt. Ltd. had closed the units at Mavlantod (Sanquelim) and Sanquelim units w.e.f. 23-4-1983 and 23-6-1983 and the question posed for consideration is u/s 25-FFF of the Industrial Dispute Act, 1947 hereinafter referred to as the Act and whether the workmen were properly compensated or not in pursuance of the provisions thereunder. My Predecessor issued the notices to the parties on 24-6-1983 returnable on 8-7-1983 and the parties appeared in the matter and they filed their statements and rejoinders respectively. The claim statement of the workmen is filed by the Gen. Secretary of Goa Trade & Commercial Workers' Union, Assonora Bardez, Goa representing the workmen of the two units and the claim statement is dated 1st August, 1983. To this the Director of the Factory filed his written statement dated 24th August, 1983 and the rejoinder on behalf of the workmen was filed on 10-10-1983. In the written statement the factory owner had taken objection to the Government reference on the ground that the reference is bad in law. In view of the basic objection to the reference my Predecessor framed the following issue as a preliminary issue.

"Whether the Employer proves that the Order of Reference is bad in law and not maintainable for the reasons mentioned in para 3 of the Written Statement?"

3. Evidence was recorded on this preliminary issue and my Predecessor came to a conclusion that the reference was not bad in law and is maintainable for the reasons recorded by him. After the preliminary issue was disposed off and after my Predecessor held that reference is maintainable the regular trial was proceeded with and the evidence in the matter was recorded.

4. There is the evidence of Shivram Gopi Mali recorded on 8-11-1985, Appa Laxman Morye recorded on 2-9-1985, Vaman Sagun Kerkar recorded on 2-9-1985, Rama Rogu Amonkar recorded on 1-7-1985, Somnath Ganesh Naik recorded on 1-7-1985 and this is the evidence on behalf of the workmen. As against this one of the Director of M/s S. G. Kamat & Co. Pvt. Ltd., by name Rajan Jaywant Kamat is recorded on 3-10-1984. He has been cross examined by stages on 16-11-1984 and lastly on 18-2-1985. No other oral evidence is led on behalf of the employer. Thereafter the arguments were heard in the matter and they were heard before my Predecessor. At that time written arguments were also filed on behalf of the workmen on 17-12-1985 on behalf of the employer on 6-12-1985 and lastly by way of reply arguments were submitted on behalf of the Company on 17-12-1985.

5. As stated in the foregoing paragraphs, the main and only question posed for consideration in this reference is whether the two units were really closed on 23-4-1983 and 23-6-1983 as stated in the notices of termination and whether as a consequence thereof the payments were made to the workmen as contemplated u/s 25-FFF of the Act. In reply to this it is submitted by the union representing the workmen that the question doesn't relate to 25-FFF only but the provisions u/s 25-K and 25-O have also to be taken into consideration. The arguments are mainly confined to the legal aspects of the case and as such I shall initially go through the legal provisions to understand the crux of the matter and how the reference has to be answered after going through the provisions of law.

6. The material provisions with which we are concerned in the present matter are Sec. 25-F, 25-FF and 25-FFF. In fact the provisions of Sec. 25 FF are not attracted because they deal with the compensation to the workmen in case of transfer of undertakings and the provisions with which we are directly concerned are u/s 25 F and 25 FFF of the Act.

7. Sec. 25 F of the Act lays down conditions precedent to retrenchment of workmen and requirements of valid retrenchments are three in number and they are:

Requirements of Valid retrenchment: This Section postulates three conditions to be fulfilled by an employer for effecting a valid retrenchment, namely:

- a) one month's notice in writing indicating the reasons for retrenchment or wages in lieu of such notice;
- b) payment of compensation equivalent to fifteen days, average pay for every completed year of continuous service or any part thereof in excess of six months; and
- c) notice to the appropriate Government in the prescribed manner.

All these provisions relate to the notice and payment of compensation to the retrenched workers.

7. Adverting then to the provision u/s 25 FFF they relate to the compensation to workmen in case of closing down of undertakings. There is subtle distinction between 25 F and 25 FFF in as much as 25 F deals with the retrenchment compensation while the concern continues the work inspite of the services of the retrenched workers while u/s 25 FFF we are to deal with the position obtaining at the closing down of the undertakings. Hence the crux of the whole matter is to see whether the two undertakings have been really closed down w. e. f. 23-4-1983 and 23-6-1983 as claimed by the management or whether the management has changed some record and manipulated the things to run the concern in other names to the detriment of the workmen whose services are terminated by notices given to the workmen. I have to mainly consider this aspect of the case and upon careful scrutiny on the evidence on record I find that the workmen themselves have admitted in unmistakable terms that the Two Units have been closed down on the dates mentioned in the notices to wit on 23-4-1983 regarding M/s. S. G. Kamat & Co. Pvt. Ltd., closing their Mavlantod unit and on 23-6-1983 closing their Sanquelim unit. The arguments on behalf of the management which is in writing cites certain submissions made by the workmen and I repro-

duce those submissions to understand the point at issue quite clearly because the evidence was recorded before my Predecessor.

1. Shivram Gopi Mali, page 1, line 4
"All factories at present are closed".
2. Vaman Sugun Kerkar, page 1, line 15
"All the three factories are closed".
3. Appa Laxman Morye, page 1, line 18
"Sometime after the notice the employer closed down the factory".
page 2, line 5 of cross-examination
"It is true that the factory was closed down on on 23rd June, 1983 and did not re-open till today"
4. Somnath Ganesh Naik, page 1, line 13
"Factory is closed".
page 2, line 18
"The said factories are still closed and are not open till today".
page 2, line 24
"The management did not purchase the raw seeds since it had decided to close down the factory".
5. Rama Rogu Amonkar, page 1, line 5
"I say that all three factories of the employer are at present closed. The factories are closed from June, 1983".
page 2, line 15 onwards to 22

"It is true that the Company's factory at Sanquelim, Mavlantod and Kudnem have been closed down on 22-6-1983 and are not functioning as on date. On 22-5-1983 we were offered a notice informing us a decision of the Company to close down the factories but we did not accept the said notices. It is true that the workers were informed that they will be settled on 22-6-1983. On 22-6-1983 the Company had offered us the payment by cheque but we did not accept the same. I accepted the money after about 4 months".

I have carefully gone through the recorded statements and I find that these statements are there on record and they have been properly and correctly reproduced in the written arguments. Additionally we have the evidence of the Director of the Company, Rajan Jaywant Kamat who speaks in unmistakable terms that the two Units were closed down on the above dates mentioned above and since then they are not functioning in the old names or any other name.

8. When asked to elaborate on this point Shri Subhas Naik for the union representing the workmen did concede before me that the Units are no doubt closed and the provisions u/s 25 FFF are no doubt attracted. However, he desired me to consider the provisions u/s 25 O and 25 K of the Act. I find that the provisions u/s 25 K are applicable to an Industrial establishment in which not less than 300 workmen are employed on an average per working day for the for preceding 12 months. This provision is not attracted because on the showing of the workmen themselves there were hardly 100 or less workers working in the respective Units. Sec. 25-O relates to the notice of 90 days. In this regard it is submitted on behalf of the management that this point is taken for the first time in the arguments on 17-12-1985 and it is brought to my notice that the amendments in chapter 5-B of Sec. 25-K, 25-N and 25-O of the Act though made in 1982 actually became effective only from 21st August, 1984 while the factories were closed down way back in June, 1983. Hence these amendments cannot be attracted as they cannot be said to be retrospective in effect and as such the question of giving notice of 90 days before closing as contemplated in the Sec. 25-O of the Act does not arise at all. I find that there is considerable force in these submissions and the management need not have given a notice of 3 months before closure.

9. Hence what remains for consideration is whether there was really a closure and whether the management has fulfilled its obligations as required u/s 25 FFF of the Act. On the point of closure the management relies on an authority of the Supreme Court reported in 1983 1 LLJ, 232 in the matter of Pottery Mazdoor Panchayat v/s Perfect Pottery Co. Ltd., wherein their Lordship of the Supreme Court has made the following observations:

"We are of the opinion that High Court is right in its view on the first question. The very terms of reference show that point of dispute between the parties was not the fact of the closure of its business by the respondent but propriety and justification of the respondent's decision to close down the business. That is why the references were expressed to say whether the proposed closure of the business was proper and justified. In other words by the reference the Tribunals were not called upon by the Government, to adjudicate upon the question as to whether there was in fact a closure of business or whether under pretence of closing the business the workers were locked out by the management. The references being limited to the narrow question as to whether closure was proper and justified. The Tribunals by the very terms of references had no jurisdiction to go behind the fact of closure and enquire into the question whether the business was in fact closed down by the management".

"We are, therefore, of the view that the High Court was right in coming to the conclusion that the two Tribunals had no jurisdiction to go behind the references and enquire into the question whether the closure of business, which was in fact effected, was decided upon for reasons which were proper and justifiable. The propriety of or justification for the closure of a business, in fact and truly affected cannot raise an industrial dispute as contemplated by the State and Central Act".

These observations are quite clear and to the point and when once the closure is admitted or the evidence establishes that there was in fact a closure this Tribunal need not go into other aspects including the payment of compensation. This Tribunal need not go into the question whether the closure is justified or not as it is already a closed chapter and there is a decision of the Supreme Court in the case of Indian Hume Pipe Co. Ltd. (SCLJ Vol. 7 page 516) wherein the Supreme Court has observed that it is not for the Industrial Tribunal to enquire in the motive to find out whether the closure is justified or not.

10. When once it is found that there is in fact the closure of the undertaking, the question of applicability of Sub-Sec. (1) of Sec. 25 FFF or the provision thereto which automatically arise for consideration in determining the question of compensation. The requirements of the provision, which limits the quantum of compensation under the conditions specified thereunder will have to be carefully considered in order to arrive at a conclusion whether the employer has discharged the burden cast on him or not. In this regard, I find that nothing much remains to be debated because the two Units are closed down on valid grounds and the compensation which was offered was initially refused by the workmen but subsequently they accepted it though reluctantly. The workman Rama Ragu Amonkar admits that on 22-6-1983 the Company had offered them the payment by cheque but they did not accept the same, and that he accepted the money after about 4 months. Similarly is the case with other workmen who have accepted the compensation. Hence there is nothing to be done in the matter and no other relief can be given to the workmen, whose services are terminated consequent upon the valid closure of the two Units. Upon a careful consideration of the facts and evidence on record, I find that the reference will have to be answered in the affirmative in favour of the management and the workmen are not entitled to any relief in this reference. In the result, I pass the following order:

ORDER

It is hereby held that the management of M/s. S. G. Kamat & Co. Pvt. Ltd., Sushila Building, Panaji, Goa, validly issued notices to the workmen of the Units at Mavlantod (Sanquelim) and Sanquelim on 23-4-1983 and 23-6-1983 u/s 25 FFF of the Industrial Dispute Act 1947 notifying closure of the Units to the workmen and made the proper payment to the workmen upon the closure of the Units. The reference is therefore answered accordingly. As the compensation, consequent upon the closure of the Units is paid to the workmen at the time or immediately after the closure. The workmen are not entitled to any other relief in this reference. The Government be informed accordingly.

The parties are directed to bear their own costs.

S. V. NEVAGI
Presiding Officer
Industrial Tribunal

Order

No. 28/23/82-ILD

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Dispute Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Governor of Goa.

Subhash V. Elekar, Under Secretary (Industries and Labour).

Panaji, 11th May, 1988.

IN THE INDUSTRIAL TRIBUNAL GOVERNMENT OF GOA

AT PANAJI

(Before Shri S. V. Nevagi, Hon'ble Presiding Officer)

Reference No.: IT/39/82

Shri Ladu Datta Tari — Workman/Party I

V/s

M/s. V. S. Dempo & Company Pvt. — Employer/Party II Ltd.

Workmen represented by Shri Subhas Naik, Secretary, Goa Trade & Commercial Workers Union.

Employer represented by Adv. P. J. Kamat.

Panaji, Dated: 27-4-1988.

AWARD

This is a reference made by the Government of Goa, by its order No. 28/23/82-ILD dated 7th September, 1982 with an annexure schedule thereto which reads as follows:

"Whether the action of the management of M/s. V. S. Dempo & Company Pvt. Ltd., Panaji-Goa, in terminating the services of Shri Ladu Datta Tari, Barge Captain by way of dismissal with effect from 22-3-1980 is legal and justified. If not, to what relief the workman is entitled to?"

2. The very reference goes to show that the order of the termination of the Barge Captain of the Opposite Party M/s. V. S. Dempo & Co. Pvt. Ltd., by name Shri Ladu Datta Tari was dismissed from service w.e.f. 22-3-1980 and the matter was first taken up before the Labour Commissioner and upon the failure of the conciliation proceedings the matter was reported to the Government and the Government thought it fit to take action u/s 10 Sub-Section 1 (d) of the Industrial Disputes Act and the reference came to be made to inform the Tribunal to find out whether the order of termination of the Barge Captain is fair, justified and legal and if not to what relief the workman is entitled to? The dismissal has taken place some 8 years back and the original reference envisages that in the event of the termination of service being held illegal and unjust, the Tribunal should consider whether the Barge Captain should be reinstated in services with back wages. It is to be noted here pertinently that a valuable time of 8 years has elapsed since then and the Barge Captain who was in the services of Dempo & Company for over 20 years was dismissed 8 years back and now he has completed the age of 58 having reached the age of superannuation. Hence, the question of reinstatement may not be of material importance in this case and after considering the question of the legality or otherwise of the order of termination this Court has to consider what other relief the Barge Captain is entitled to in the event of the termination of his services being held illegal and improper. With these preliminary observations I shall go on considering the facts and the circumstances leading to the reference being made by Government to the Industrial Tribunal.

3. It appears that the management of M/s. V. S. Dempo & Co. Pvt. Ltd., before termination of the services of the Barge Capt. had held a domestic enquiry into the three alleged incidents of lapses on the part of the Barge Captain which took place on 11-12-1979, 16-12-1979 and 20-12-1979. The domestic enquiry was held in the matter and the enquiry officer has produced the proceedings and his findings at

Exb. E-1 and E-2 and the Opponent employer has also examined himself. As the question of the fairness or otherwise of the domestic enquiry was to be considered first, my Predecessor framed the preliminary issue to that effect and recorded the evidence and ultimately gave the finding on the preliminary issue on 2-9-1983. By his order on the preliminary issue my Predecessor held that in the absence of the charge-sheet properly framed citing the provisions of law which make the alleged acts punishable and the punishment corresponding to the said acts, the workman who otherwise, is poorly educated could not have a clear idea of the offences alleged to have been committed by him so as to face them properly in the enquiry proceedings. With these observations my Predecessor held that the enquiry proceedings conducted by the employer are not fair and proper and they have violated the principles of natural justice. In this way the question of preliminary enquiry was disposed off and the regular trial was held in the matter after recording the evidence in the case.

3. As stated above the three instances of lapses on the part of the Barge Captain were considered as serious lapses by the management which has described them as follows in the written arguments.

1. The first instance is dated 11-12-1979 when the workman took his Barge Jaya Maya to workshop at 10.20 hours for some repairs. The repairs were completed at around 19.00 hours on the same day. However, instead of taking the barge to the loading point immediately the Bargeman delayed by about 3.25 hours and reached the loading point in the early hours of 12-11-1979.

2. The second instance is dated 16-12-1979 on which day the barge captain reported for work at the harbour in the morning and despite orders to report on barge same day he reported at noon next day.

3. The third instance is dated 20-12-1979 on which day the workman took the barge for certain repairs which were completed immediately by midnight and the barge had become operational, but the barge captain instead of taking the barge at midnight took it at 6.15 a.m. and according to the Company caused loss to it.

4. All the three instances are almost admitted by the workman with some variance and offering his own explanation to the causes and circumstances under which he acted at the relevant time. It has to be noted pertinently that all these three instances have taken place within a span of 10 days and it is not quite clear how the barge captain should be so irresponsible after having put up a service of 20 years. It appears that the real truth and facts have not clearly come out on record and it has to be seen whether the management has inflated the otherwise minor instances to hold the enquiry and to hold the barge captain guilty of misconduct, dereliction of duty and hence lapses. While controverting the position in his own way Shri Subhas Naik for the workman has tried to analyse the position to give proper explanation about the events which took place as noted above. About the instance of 11-12-1979, while admitting that he had taken the barge for repairs he had asked the captain for an additional hand because one Khalashi had left the service. According to him, the supervisor Mr. Kamat asked him to go to Old Goa to get the Khalashi. When he went to Old Goa the Khalashi was provided at night at 10.00 p.m. on the same day viz. 11-12-1979. As it was night time he left the barge in the early hours of 12-12-1979. This is how he has offered his own explanation about the first instance.

5. About the second instance which took place admittedly on 16-12-1979 he admits that he reported for work at 10.00 p.m. According to him the barge had not arrived from the trip and he was waiting for the barge to come. The barge came at 7.00 a.m. on 17-12-1979. The unloading of the barge was going on and the supervising Officer Dhabholkar told him to report at 12.00 noon and accordingly he reported for duty. In this way according to him there was no deliberate in action on his part but he obeyed the orders of the Supervising Officer in the circumstances explained above.

6. About the 3rd instance which took place on 20-12-1979 admittedly he claims that he had taken the barge for certain repairs. The repairs were completed at 7.30 p.m. This is a common ground between him and the management. However, why he did not immediately take the barge for navigation he explains that at 7.30 p.m. there was low tide and so he could not take the barge out immediately but waited for the high tide till midnight. At midnight when there was

high tide he started the barge but found that the search light was not functioning. It being midnight, the workshop was closed and he could not go out at night without the search light. Hence he left with the barge at 6.15 a.m. on 21-12-1979. This is the explanation about the 3rd instance.

7. A careful study of the three instances and the life of the crew men on a barge, it appears that the incidents are not so serious as to call for the charge of dereliction of duty or serious lapses. As explained by the representative for the workman the life of a crew member and a barge captain in particular is very hazardous and they have no fixed hours of duty and as such he is supposed to be on duty for all 24 hours. Hence some delay on his part here and there cannot be taken to be a serious act and the management taking into consideration his past service of 20 years should have taken a lenient view of the matter of delays. Hence the punishment of the dismissal from service is dis-proportionate to the small lapses if any on the part of the barge captain. Hence, my Predecessor who considered the evidence of the domestic enquiry did come to a conclusion that the barge captain who is an illiterate person has offered his own explanation in the matter and the enquiry is violative of the principles of natural justice and he was not given a clear and correct idea of the offences alleged to be admitted by him and on this ground alone my Predecessor held that the domestic enquiry was neither just nor proper. As observed by the Supreme Court in a quite deal of cases even after the Tribunal comes to a conclusion in a preliminary enquiry that the domestic enquiry is not just and proper the management has right to lead evidence before the Tribunal to justify its action on the basis of the domestic enquiry. This is no doubt true. However, what I find that the evidence led by the management is just the repetition of what was said before the enquiry officer and all the three instances are admitted by both parties but each party has given its own explanation about the circumstances of the case and what is offending in all the matters is delay on the part of barge capt. by a few hours. The delay of a few hours is the only offence alleged to have been committed by the barge captain and I find that the management ought to have been circumspect in the whole matter, and ought to have taken a lenient view of the matter which has taken place within a span of 10 days in case of an employee who had put up a service of more than 20 years. I do not see how and why the management took such a serious view of these otherwise small and negligible lapses. It is submitted on behalf of the management that barges were used for loading and un-loading of the iron ore and the timely shipment of the iron ore to the big boat anchored in the deep sea and from the business point of view and otherwise the company is put to heavy loss. There is no material data to show how the company was put to financial loss just because the barge was taken for navigation by a delay of a couple of hours. The Barge Industry as we understand from the things is a complicated matter and there are the different aspects such as the loading point being vacant un-loading point being vacant, low tide and high tide and many other things. The Barge captain is the person on the spot who is to take certain decisions and I do not find that he has taken the wrong decision to the detriment of the management to cause heavy losses as alluded by them. According to the management the matters should be considered in their entirety and if this is done the punishment meted to the worker is fully justified. Adding further it is submitted that the past record of the worker was unsatisfactory and he has been given adequate time to improve in his conduct and he did not improve the same as per the charge sheet issued to the workman earlier in December, 1979. I find that the previous charge sheets is besides the point and the cumulative effect of the three charges within a span of 10 days has to be taken into consideration and I find that these are not serious lapses on the part of the workman and the action of the management is dis-proportionate to the lapses if any on the part of the workman. I am recording my finding to this effect mainly based on the finding of my Predecessor on the preliminary issue and while reappraising the same set of evidence to hold that the domestic enquiry was just and proper full and proper opportunity was given to the workman and that he was properly held guilty of the alleged acts against him. On the contrary, there is reason to believe that a small thing has been inflated to inflict a heavy penalty of termination of services for the 3 acts which called for a lesser punishment such as warning, fine, stoppage of increment or any other type of lesser punishment other than the extreme punishment of termination from services. By the action of the management the workman was out of job and he is without a service since 1980 and the position has to be taken into consideration by the Tribunal in the year 1988.

by which time much water has flown below the bridge of Mandovi. As shown by the management itself, the workman was born on 25-1-30 and the age of retirement being 58 years the workman has already crossed the age of retirement on 25-1-88 while we are travelling in the month of April, 1988. The management desires this Tribunal to consider this aspect at the time of deciding the matter and the Tribunal is certainly going to consider this aspect as already observed by me in the foregoing paragraphs.

8. This then brings me to the consideration of the provision u/s 11A of the Act. This provision is introduced newly by amendment in view of the observations of different Courts and the Supreme Court regarding the powers of the Labour Courts, Industrial Tribunals and Central Tribunal etc., to give appropriate relief in case of discharge or dismissal of workmen. Now, the law is very clear on this point and whatever dispute relating to the discharge or dismissal of workman has been referred to the Tribunal, the tribunal if satisfied that the order of discharge or dismissal was not justified it may, by its award, set aside the order of discharge or dismissal and direct the reinstatement of the workman on such terms and conditions, as it thinks fit, or give such other relief, to the workman including the award of any lesser punishment in lieu of discharge or dismissal as the circumstances of the case may require. The provision to this section lays down that no fresh evidence in relation to the matter has to be led before the Tribunal and it has to rely on the materials on record. In the instant case, I am considering whatever material is led on record and the domestic enquiry has been already held to be improper and unjust even after whatever evidence that is led by the management before me, I have come to a conclusion that no proper enquiry was held against the workman and the order of termination from services suffers from very serious infirmities. But as the workman has crossed the age of superannuation this Tribunal cannot now direct reinstatement or award any lesser punishment, but it has to see what other relief the workman can be given in this case. Shri Subhas Naik for the workman has relied on a Supreme Court authority reported in 1973 Supreme Court Cases (L&S) 341 wherein the Supreme Court has considered many cases on the similar point and some of them were before the introduction of Sec. 11A before amendment and some are after the amendment. The principles laid down in this case need not be considered in detail now because the matter at hand is after the amendment and introduction of Sec. 11A in the Act and as such, as the provision is already reproduced earlier this Tribunal has now to consider the question of reinstatement or the question of awarding any other relief to the workman. The management which was aware of this position has submitted in its written arguments that the workman of the category of the present applicant that is master of a barge are in short supply in Goa and the worker might be working on the barges of individual barge owner (Private barge owner) from time to time after his removal from the service of the Company. This statement of the Company may be correct to some extent because such a skillful worker cannot be allowed to remain idle and he might have taken some job somewhere but not a job of the prestigious type of working in a Company like the Party II which has a big staff on its roll and which has many offices in Goa. Whatever that may be, while deciding the nature of other relief to be given to the workman this Court has to take into consideration that he might have served somewhere during this period of 8 years after his termination from service of Party II. As observed by the Andhra Pradesh High Court in the case reported in 1975 II LLJ, 386 it is stated that "when an employee claims back wages it is obligatory on his part to show that he remained unemployed during the relevant period". Considering this aspect, I shall now go on considering what amount of compensation the workman will be entitled to in the circumstances of the case and a good deal of case law is developed on this point. In the case of Fire Stone Tyre and Rubber Co. of India (Pvt.) Ltd. v/s the Manamegent reported in 1973 I LLJ, page 278 (S.C.) observed that if the Tribunal is satisfied that the order of discharge or dismissal is unjustified, it may set aside that order and direct the reinstatement of the workman. It may also award compensation in lieu of the reinstatement if the circumstances of the case justify such compensation or it may give any other relief to the workman including award of any lesser punishment. In this case, there is no question of awarding any lesser punishment and awarding compensation is the only remedy. His lordship Wanchoo has observed in the case of Anglo American Direct Tea Trading Co. v/s workmen of Nahortoli Tea Estate reported in 1961, II, L.L.J. page 625 (S.C.) that where for some valid reasons it considers (Tribunal) that reinstatement with or without conditions will not be fair or proper,

compensation in such a case is the solution for unjustified and premature termination of employment. On the question of employment there are many cases and in the case of S. S. Shetty v/s Bharat Nidhi Ltd., 1957 II L.L.J. page 696 (S.C.) his lordship Bhagwati, J. now is Chief Justice has made the following observations:

"The industrial tribunal would have to take into account the terms and conditions of employment, the tenure of service, the possibility of termination of the employment at the instance of either party, the possibility of retrenchment, by the employer or resignation or retirement by the workman and even of the employer himself ceasing to exit or of the workman being awarded various benefits including reinstatement under the terms of future awards by industrial tribunal in the event of industrial dispute arising between the parties in the future***. In computing the money value of the benefit of reinstatement the industrial tribunal would also have to take into account the present value of what his salary, benefits, etc. would be till he attained the age of superannuation and the value of such benefits would have to be computed as from the date when such reinstatement was ordered under the terms of the award. Having regard to the considerations detailed above, it is impossible to compute the money value of this benefit of reinstatement awarded to the appellant with mathematical exactitude and the best that any tribunal or court would do under the circumstances would be to as correct an estimate as is possible bearing, of course, in mind all the relevant factors pro and con".

In the case of management of Monghyr Factory v/s The Presiding Officer Labour Court, Patna, the Supreme Court held that compensation of Rs. 30,000 or a salary for a period of about 5 years was just and proper. In the case of Hindustan Steel Ltd. v/s A. K. Roy, reported in 1970, I L.L.J. 228, the Supreme Court held that compensation equivalent to 2 years salary last drawn by the workman was fair and proper to meet the ends of justice.

9. In the instant case, I find that the workman is removed from service about 8 years back and considering that during this period he might have worked else where in some other company or private barge, I feel that ends of justice would be sufficiently met with if he is awarded salary of 3 years by way of compensation and the salary last drawn by the workman at the time of his dismissal from service shall be the salary which should be taken for the purpose of computation of the compensation to be awarded to the workman. In other words the salary for 36 months equivalent to the last salary drawn by the workman shall be paid to the workman by the company as compensation. With these observations, I pass the following award.

ORDER

It is hereby held that the action of the management of M/s. V. S. Dempo & Company Pvt. Ltd., Panaji, Goa in terminating the services of Shri Ladu Datta Tari, Barge Captain by way of dismissal from service w.e.f. 22-3-1980 is not legal and is not justified. However, instead of directing the reinstatement of the workman into services it is hereby directed that the management do pay to the workman compensation equivalent to the salary for 36 months equivalent to the salary last drawn by the workman. This is the relief by way of compensation which is awarded to the workman. Parties do bear their own costs.

The reference is answered accordingly and the Government may be informed about the award.

S. V. Nevagi
Presiding Officer
Industrial Tribunal

Order

No. 28/2/88-ILD

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Dispute Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Governor of Goa.

Subhash V. Elekar, Under Secretary (Industries and Labour).

Panaji, 11th May, 1988.

IN THE INDUSTRIAL TRIBUNAL

GOVERNMENT OF GOA

AT PANAJI

(Before Shri S. V. Nevagi, Hon'ble Presiding Officer)

Reference No. IT/30/80

Bento Rodrigues Coelho

— Party I

V/s.

M/s. Sociedade de Fomento Industrial Pvt. Limited.

— Party II

Workman represented by Adv. K. V. Nadkarni.

Employer represented by Adv. B. G. Kamat.

Panaji. Dated: 21-4-1988

A W A R D

This is a reference made by the Govt. of Goa by its order No. 28/1/79-ILD dated 8th August, 1980 with an annexure scheduled thereto which reads as follows:

"Whether the action of the management of M/s. Sociedade de Fomento Industrial Pvt. Ltd., Margao in superannuating Shri Bento Rodrigues Coelho from the service with effect from 29-9-1979 is legal and justified?"

If the answer be in the negative, to what relief, if any, is the aforementioned workman entitled to?"

2. The reference itself clearly indicates that the dispute pertains to the superannuation of the workman Bento Rodrigues Coelho from the services by the employer M/s. Sociedade de Fomento Industrial Pvt. Ltd., Margao w.e.f. 29-9-79. Hence, the question whether the retirement of the workman on 29-9-79 is legal and justified and if the retirement is not legal & justified this court has to see what would have been the age of retirement after superannuation and what reliefs the workman is entitled to. A point to be noted pertinently in this matter is that the question of the retirement way back in Sept., 1979 is being considered in April, 1988 and till then much water has flown below the bridge of river Mandovi. The age of retirement or the age at which the workman could have worked with the Company has become more or less of academic importance and what remains to be considered now in this matter which is 8 years old is what would have been the age of retirement ordinarily of the workman and considering that age of retirement the Tribunal has to see what reliefs the workman would be entitled to. A point to be noted here pertinently is that on the day of retirement i.e. 28-9-79 as per Exb. W-2 the workman had completed the age of 57 years and a few months. There is the birth certificate Exb. 4 which shows that the birth of this workman is 21st March, 1922 (Vide Exb. W-3). Hence on the date of his retirement his age was 57 years and 5 months or so. The management by the letter of retirement dated 28-9-79 had informed the workman that the age of retirement of the staff members of the Company was 55 and as he had already crossed the age of 57 years as on 20th March, 1979 he ceased to be an employee of the company and was deemed to have retired on completion of 55 years of age. This information was given to him by the letter of the Administrative Manager V. P. Raikar dated 29th Sept., 1979. This order of retirement was not taken by the workman lightly and he desired to make a grievance of the same first to the union of the workmen and then to the Labour Commissioner and the matter went into conciliation and upon the failure of the conciliation proceedings, Govt. made the reference on 8th August, 1980 as stated above and since then the matter is pending consideration before the Industrial Tribunal, Goa.

3. The written statement of the management dated 15th April, 1981 reiterates its stand that the retirement age of all workmen is 55 and the present workman who had already attained the age of 57 years was rightly superannuated and the letter of termination is justified on this ground. The workman by his rejoinder dated 12-5-81 has challenged the statements made in the written statements and he has given parallel instances showing that the management has discriminated amongst the workmen and a workman by name Fernando was allowed to continue even after the age of 58 years and he while in service died at the age of 60 years and 7 months and but for the death he would have continued till the age of 65. That is the contention of the workman. Hence, the workman contended that he would have continued till the age of 65 which was applicable to some workmen

of the Company. In reply to this, the company maintained that one worker was allowed to continue beyond the age of 60 because the appointment was under the old Portuguese laws and that the same cannot be made applicable to other workers who are governed by the model standing orders.

4. With these rival contentions and with the Government reference as noted above my Predecessor framed the following issues on 12-5-81 for consideration by the Tribunal and the issues reads thus:

1. Whether the employer proves that its action in superannuating in service the workman Shri Bento Rodrigues Coelho, w.e.f. 29-9-79, is legal and justified?
2. Whether the workman proves that his retirement is due to victimisation for being active member of the Union?
3. Whether the workman proves that at the material time there was one employee in service in the Head Office with more than 58 years of age?
4. Whether the workman proves that he was not even 58 years at the time of superannuation?
5. What relief?

My findings on the issues are:

Issue No. 1 — No, but he could have continued till the age of 58 only.

Issue No. 2 — Not necessary if necessary no.

Issue No. 3 — No.

Issue No. 4 — Yes and he could have continued up to the completion of age of 58 years.

Issue No. 5 — Relief of wages @ of Rs. 590/- per month for the the period for which his service falls short of 58 years.

REASONS: Issue No. 1 to 5 — I shall take all these five issues together for consideration because in this very old matter what remains for consideration is what would have been the age of superannuation of the present workman and in that event what relief he would get by way of salary or compensation for the remaining period of services. The question of reinstatement does not arise at all because the workman born in 1922 has already crossed the age of 65 today and the question of continuance in service has become irrelevant and the only question is about the proper age of retirement and if the management has retired him before the attainment of the age of retirement what relief the workman should be given in the circumstances of the case.

5. There is ample oral evidence in this case on record and lengthy submissions are made before me at the Bar about the statements made by the witnesses and about the statements & admissions of the star witness Modu Timblo in particular. Be it noted here pertinently that the workman had ventured to examine the witness of the management who was the Director of the board of the Party II/Company. After a good deal of legal friction my Predecessor had issued the summons to this witness and this witness is examined at length and has been treated as witness at both sides. I feel that the evidence of this witness is relevant only for the consideration of standing orders which are on record and I feel that nobody can be permitted to go beyond the standing orders a copy of which is produced at Exb. W-7. Even the workman has to rely on the standing orders because the copy is produced at his instance. The relevant para regarding the retirement is at para 24 page 20 of the standing orders. The para reads thus:

"A workman shall retire on attaining the age of 58 years. He may, however, be retained in service upto the age of 60 years, provided he is found physically fit and mentally alert."

A plain reading of clause 24 clearly shows that ordinarily the age of retirement of all workmen is 58 years and only in exceptional circumstances the management can continue the workman up to 60 years. In the instant case the management maintained that the age of retirement was 55 but this does not seem to be proper and the Advocate for the management rightly conceded this point and admitted that the age of retirement is 58 years applicable to all workmen and only in the case of one workman who was governed by old Portuguese laws he was allowed to serve beyond 60 years, a fact which is not much relevant to this enquiry. So even on behalf of the management it is conceded that the age of retirement is 58 and obviously the letter of ter-

mination dt. 29-9-79 was not legal and justified. In as much as it was premature because the workman born on 21st March, 22 could have continued in service till 21st March 1980 while his services are terminated on 29-9-79. Hence the services are prematurely terminated by a period of 6 months. This position is concede on behalf of the management/Party II and so while holding that the order of retirement is not just and proper to the extent of service of 6 months, I shall go on considering the submissions made on behalf of the workman by Shri Nadkarni.

6. As per the Standing Orders the workman could have continued till the completion of the age of 58 and only if he was found physically fit and mentally alert the management could have continued him till the age of 60 years. In this regard the circumstances under which the applicant workman entered the service of M/s. Sociedade de Fomento Industrial Pvt. Ltd., have to be taken into consideration. The application of the workman dated 30th April '70 is on record. The workman applied to M/s. Sociedade de Fomento Industrial Pvt. Ltd., Margao informing them that he worked in Police Dept., of Goa for 25 years in various capacities including Sub-Inspector and he retired from that department and at the relevant time he was free to join another service. He informed the management that at that time he was strong and energetic to share any responsible work in the enterprise. This trend in the application itself indicates that this ex-police officer while entering the services of the Industry was fully aware of the fact that his physical capacity and strength were essential for his continuance in the service and the moment he became old or incapacitated his services were liable to be terminated. Such a retired personnel was allowed in the service till the age of 58 years and it appears that this would have been the proper age of retirement in all circumstances. It is submitted on behalf of the management that the applicant workman was declared unfit in the services of the Police Department and so he was retired pre-maturedly. What ever that may be the position that a person who was retired from police services was taken into the services of an Industry and normally he could not have worked in the Industry beyond 58 years. Shri Nadkarni while elaborating on this position claimed that another workman was allowed to continue till he had completed the age of 60 years and 7 months. I feel that such a parallel instance cannot be cited to claim continuance beyond 58 years in view of the clear clause No. 24 in the Standing Orders. It is true that the management had a discretion to continue him beyond the age of 58 years but was solely at the discretion of the management and under no circumstances the management could have been compelled to continue him after the age of 58 years. Shri Nadkarni for the workman did emphasise on the fact that there were no clear rules of the company under which a particular age of retirement was fixed. But the copy of the standing orders is produced at the instance of the workman himself and the clause is very clear and unambiguous and there should be no doubt of any sort on this point. Hence, I feel that other oral evidence need not be gone into when once it is clearly held proved beyond any shadow of doubt that the age of retirement was 58 and none else.

7. Adverting to the case law cited on behalf of the workman I found that none of the cases applies to the facts of the present case. The case reported in 1972 Lab. I. C. page 644 pertains to the certification of standing orders, clause 32 of the certified standing orders of the U. P. Electric Supply Company fixing the age of retirement at 55 years or a period of 30 years in service. The other case is of Calcutta reported in LLJ, Vol I, 1979 page 168. The case relates to retrenchment u/s 25 F and not to the age of retirement. The 3rd case is reported in Supreme Court Labour Judgments 1950-83, Vol. I page 76. The question was quite different. The Supreme Court found that the age of superannuation is generally at 60 unless the Tribunal feels that the work of the operator is particularly arduous or hazardous where workmen may loose efficiency earlier. With these observations the Supreme Court felt that the Court ought to have visited the factory to see whether proper age of superannuation should be raised beyond 58 years and with this the matter was remanded. I find that this case is clearly distinguishable. On the contrary the case cited on behalf of the management is a case to the point a case from Maharashtra reported in 1987(54) a copy of which is in case papers. His Lordship was considering the validity of the age of retirement which was 55 years in the particular establishment and his Lordship came to a conclusion that the action of the employer in retiring the petitioner on completion of 55 years cannot be faulted with and the same was correct. In the instant case there are clear standing orders and it is a common ground that these are the standing orders applicable to the workmen of the

Party II/Industry. Hence, it appears clearly that the real age of retirement is 58 years and the retirement of the applicant workman on 29-9-79 was premature by 6 months. He ought to have retired on 22nd March, 1980. This is how he has been prematurely retired by 6 months and as such he would be entitled to the salary of these 6 months. Admittedly, his salary was Rs. 590/- per month and he would be entitled to the salary for 6 months at this rate. This is the only relief which the workman is entitled to and the relief of reinstatement into services cannot be granted to him for the obvious reasons. I, therefore answer the above issues accordingly and pass the following order:

Order

It is hereby declared that the order of the management in terminating the services of Shri Bento Rodrigues Coelho, with effect from 29-9-1979 is not legal and proper and he should have been allowed to continue in service till the end of March, 1980. Consequently, he will be entitled to the relief of the salary for 6 months for the period for which he would have worked till the attainment of age of 58 on superannuation. The management, Party No. II therefore do pay the salary of 6 months to the workman at the rate of Rs. 590/- per month.

There will be no order as to costs. The Government be informed about the award accordingly and the reference is answered as above.

S. V. Nevagi
Presiding Officer
Industrial Tribunal

Order

No. 28/2/88-ILD

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Dispute Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Governor of Goa.

Subhash V. Elekar, Under Secretary (Industries and Labour).

Panaji, 23rd May, 1988.

IN THE INDUSTRIAL TRIBUNAL
GOVERNMENT OF GOA
AT PANAJI

(Before Shri S. V. Nevagi, Hon'ble Presiding Officer)

Application No. IT/52/84

M/s. Narcinva Damodar Naik. — Applicant.
V/s

M/s. Francisco B. Mascarenhas. — Opponent.

Applicant represented by Adv. P. K. Lele.

Opponent represented by Shri Subhas Naik, Secretary, Goa Trade & Commercial Workers' Union.

Panaji, dated: 4-5-1988

AWARD

This is an application under Sub-Sec. 2 of Sec. 33 of the Industrial Disputes Act, filed by the management of M/s. Narcinva Damodar Naik seeking approval of this Court for the order passed by the management against the workman who is the opponent in this case. From the facts stated in the application it appears that initially a charge sheet was issued to the workman about his conduct and on finding that the workman was guilty of the charges of misconduct levelled against him a final show cause notice was issued on 20-8-1984. The workman did not offer any explanation and the management took a decision to discharge the workman by way of punishment by order dated 3-10-1984.

2. Now, the present application is filed by the management to seek the approval of the Tribunal for the action taken by the management namely discharging Mr. Francisco B. Mascharenhas, w. e. f. 3rd October, 1984.

3. In response to the notice the workman appeared and filed his say dated 4th December, 1984 challenging the action of the management. The management filed its rejoinder dated 18-1-1985 and thereafter my Predecessor framed as many as four issues on 22-2-1985. Thereafter, evidence was partly recorded on 3-3-1986 on which day the enquiry officer P. J. Kamat, Advocate was examined. Thereafter the matter was kept pending sine die and after I took over notices were issued to parties and today the matter was kept for arguments. Today an application is filed on behalf of the management informing the Tribunal that the workman has resigned from the services of the firm and has settled his claim with the firm. The applicant informed the Court that he does not desire to pursue the application. Hence the following order:

ORDER

Since the claim has been settled out of Court and as the applicant does not desire to pursue the matter the application is disposed off as settled out of Court. There shall be no order as to costs.

S. V. Nevagi
Presiding Officer
Industrial Tribunal

Order

No. 28/44/83-ILD

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Dispute Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Governor of Goa.

Subhash V. Elekar, Under Secretary (Industries and Labour).

Panaji, 21st April, 1988.

IN THE INDUSTRIAL TRIBUNAL GOVERNMENT OF GOA AT PANAJI

(Before Shri S. V. Nevagi, Hon'ble Presiding Officer)

Reference No. IT/7/88

Shri Shaikh Nizam & 3 others. — Workmen/Part I
V/s
M/s. Hira Film Exhibitors. — Employer/Party II
Employer represented by Adv. Girish Sardessai.

Panaji, Dated: 12-4-1988.

AWARD

This is a reference made by the Government of Goa by its order No. 28/44/83-ILD dated February 11, 1988 with an annexure schedule thereto which reads as follows:

"Whether the action of the management of M/s. Hira Film Exhibitors, Cine Metropole, Margao, in terminating the services of (1) Shri Shaikh Nizam, Booking Clerk from 13-9-1983, (2) Shri Alfred Lewis, Door Keeper from 26-9-1983, (3) Shri Prakash Satarkar, Door Keeper from 25-9-1983 and (4) Shri Hanumant Jamuni, Door Keeper from 24-9-1983 is legal and justified?

If not, what relief the workmen are entitled to?"

2. After the above reference was received notices were issued to the parties returnable on 28-3-88. Shri Sardesai Advocate appeared for the employer on that day and it was not known whether the workmen were served or not. However, the matter was adjourned to 6-4-1988 and Shri Sardesai stated that the matter is settled and he will produce the copy of the settlement. Accordingly on 12-4-1988 i.e. today he produced the copy of the settlement which is signed by Harish N. P. Zantye, Partner of Party II/M/s. Hira Film Exhibitors and also all the five workmen have signed the settlement. Not only this, but one Prabhakar Ghodge, who is President, Goa Shops and Industrial Workers' Union has also signed and this settlement is dated 21st March, 1988. The court was therefore requested that the award be passed in terms of the settlement a copy of which is produced in court today.

3. Upon a careful study of the short recital of the case it is seen that the services of the workmen were terminated w.e.f. 25-9-1983 and 24-5-1983 who were the employees in a cinema house. The employees raised an industrial dispute by a letter dated 20-8-1984 and the matter was admitted in conciliation. The employer justified the termination by

the letter dated 20-10-1983. The proceedings before the Asstt. Labour Commissioner ended in failure and the report was made to the Government accordingly. Thereafter while considering the different aspects of the case the Government of Goa by their letter No. 28/44/83.1 dt. 27-6-1984 informed the parties that the Government have decided not to refer the matter to the Industrial Tribunal. Being aggrieved by this, the union preferred a Writ Petition in the High Court challenging the order of the Government refusing to make a reference. The petition was allowed and after the papers were received the Government referred the industrial dispute to the Tribunal for adjudication, by letter dated February, 11, 1988 under reference. While the matter was pending for the statements of the parties, the parties arrived at the settlement as stated above.

4. I have carefully gone through the terms of the settlement and the main and important term of settlement is that all the workmen have accepted the position that their services have been legally terminated and they have satisfied themselves on getting cash compensation. The terms of the settlement are clear on this point. I, therefore, do not find anything contrary and I propose to accept the settlement as indicating the proper understanding between the parties and accepting the settlement, I propose to pass the consent award. In the result, I pass the following order.

ORDER

Consent award in terms of the settlement dated 21st March, 1988 is hereby made and the following are the terms of the settlement:

- (1) It is agreed between the parties that Sheikh Nizam, Alfred Lewis, Prakash Satarkar, Hanumanth Jamani shall be treated legally terminated w.e.f. 5-10-83, 26-9-83, 24-9-83 and 28-9-83 respectively.
- (2) The workmen and union agree to treat the termination as final and irrevocable and agree not to raise any dispute pertaining to the case.
- (3) In view of above, employer agrees to pay Mr. Sheikh Nizam Rs. 6,000/-, Alfred Lewis Rs. 5,000/-, Mr. Prakash Satarkar Rs. 5,000/- and Hanumanth Jamani Rs. 5,000/- in full and final settlement of all their legal dues.
- (4) The Union agrees not to raise/continue with industrial dispute presently pending before the industrial tribunal in reference No. IT/7 of 1988.
- (5) The parties agreed to file the present settlement before the Industrial Tribunal with a plea to the tribunal to pass an award in terms of the settlement.
- (6) The parties agree to send the copy of the settlement to the Commissioner of Labour for registration.

These terms shall form a part of the award. The Govt. be informed about the consent award. There shall be no order as to costs.

S. V. Nevagi
Presiding Officer
Industrial Tribunal

Order

No. 28/1/185-ILD

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Dispute Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Governor of Goa.

Subhash V. Elekar, Under Secretary, Industries and Labour.

Panaji, 28th June, 1988.

IN THE INDUSTRIAL TRIBUNAL GOVERNMENT OF GOA AT PANAJI

(Before Shri S. V. Nevagi, Hon'ble Presiding Officer)

Reference No. IT/25/85

Workman — Workman/Party I
V/s

The President Pernem Taluka Farmers' Service Co-op. Society Ltd. — Employer/Party II
Workmen represented by Adv. Guru Shirodkar.
Employer represented by Shri P. K. Lele.

Panaji, Dated: 12-5-1988

AWARD

This is a reference made by the Government of Goa by its order No. 28/1/85-ILD dated May 3, 1985 with an annexure scheduled thereto which reads as follows:

"Considering the present emoluments of each of the workman of Pernem Taluka Farmers Service Co-operative Society Ltd. whether the demand of the workman for revision of wages into five different scales in respect of 5 grades of the workmen as mentioned below is legal and justified.

| Schedule Grade | Scale of Pay (in Rs.) |
|----------------|---------------------------------|
| II | Rs. 450-20-610-EB-25-735-30-795 |
| III | Rs. 360-15-480-EB-20-580-25-630 |
| IV | Rs. 310-10-390-EB-15-165-20-505 |
| V | Rs. 250-7-285-EB-10-365-15-395 |
| VI | Rs. 190-5-230-EB-7-265-10-285 |

If not, what should be the revision?

- b) whether the demand of the workmen for D.A., A.D.A., H.R.A. at par with Government employees is legal and justified?

If not, to what relief the said workmen are entitled to?

- c) Whether the workmen of the lower grade when discharges the functions of a higher grade; are entitled to any officiating allowance? If so at what rate?

2. After the reference dated 3rd May, 1985 was received, notices were issued to the parties and the workers Union has filed its claim statement dated 2-8-1985 reiterating the same demands made by it for revision of scales. To this the President of the Coop. Society filed the written statement dated 17-7-1985 stating that management took the price index into consideration and has offered the scales as enumerated in para 2 of sub-para 2 of the written statement. To this written statement there is a rejoinder of the Union dated 2-8-1985. The records show that the society has filed another rejoinder to the claim statement dated 19-8-1985.

3. With these rival contentions, my Predecessor was to consider whether any issues arose for his consideration. However, by his order dated 2-9-1985 my Predecessor declared that no other issues besides those involved in the order of reference are needed. Hence, the Tribunal was supposed to consider the issues arising out of the Government reference which went to show that considering the present emoluments of each of the workman of the Society the Tribunal has to consider whether the demand of the workmen for revision of wages into 5 different scales in respect of 5 grades of the workmen as mentioned in the schedule are legal and justified.

4. While the matter was under consideration and was fixed for hearing the parties have arrived at a settlement and the terms of the settlement are read and recorded by taking the matter on board today. The parties admit to the terms of settlement made between them and they desire that the terms of settlement should form a part of the award to be passed by the Tribunal. This request is granted because ultimately the award is to be passed for the smooth running of the concern wherein there is an amicable settlement between the representatives of the workmen and the Co-operative Society. Accordingly, I propose to pass the consent award in terms of the settlement and pass the following order.

ORDER

Consent award in terms of the settlement dated 10-5-1988 and read and recorded in the Court today is hereby made and the following are the terms of the settlement.

1. Grades and Scales of Pay:

The Society and the union agree that all the workmen of the Society will be classified in the grades II to VI mentioned in Annexure 'A' attached to this settlement and that they will be getting basic pay as mentioned in the respective scale as mentioned against the grade in the said annexure.

The basic pay to be drawn by each workman as from 1st of October, 1987 will be as shown in Column 4 against his name in annexure 'B' annexed to this settlement. This covers the demand for revision of wages mentioned in item (a) of the schedule to the order of reference in the dispute pending before the Industrial Tribunal (IT/25/85).

2. Dearness Allowance:

The parties agree that each workman will be entitled to Dearness Allowance at the rate of 50 (Fifty) percent of his basic salary to be drawn by him every month.

This will cover the demands for D.A., A.D.A. and H.R.A. as mentioned in item (b) to the Schedule to the order of reference in the dispute pending before the Industrial Tribunal (Case No: IT/25/85).

3. Officiating Allowance:

The parties agree that present practice of paying officiating allowance (difference between higher and lower scale) to the workmen of lower grade discharging functions of higher grade will continue. This will settle the demand mentioned in item (c) of the Schedule annexed to the order of reference in the Dispute.

4. Medical Allowance:

The parties agree that the society will pay by way of 'medical allowance' per month at the following rates:

| Grade | Monthly Medical Allowance |
|-----------|---------------------------|
| II | Rs. 20/- |
| III to VI | Rs. 15/- |

5. Retrospective Effect:

The Society and the Union agree that the benefits under terms 1, 2 & 4 above will be effective from 1st October, 1987. The arrears from 1st October, 1987 to 30th April, 1988 will be paid in one instalment on or before 15th June, 1988.

6. Leave:

The Society agree to encash any portion of leave accumulated beyond 120 days at any time. The Union agrees that the workmen will accept such encashment and will not insist on further accumulation of leave.

7. Fidelity Insurance:

The Union agrees that the workmen who have to handle cash or stores will take up insurance coverage for the purpose of fidelity on following basis.

| Category | Amt. of insurance |
|---|-------------------|
| 1) Godown Keeper, Branch Supervisor, Purchasers/ Sales Officer, Recovery Person | Rs. 10,000/- |
| 2) Salesman and Driver | Rs. 5,000/- |

8. Period of Operation:

The Parties agree that this settlement will remain in operation for a period of three years from the date of its signing. It will continue to be in operation beyond such period unless it is terminated as per the provisions of the Industrial Disputes Act, 1947.

9. Assurance:

i) The workmen and the union assure that during the period of operation of this settlement they will not raise any demands on the society whereby any financial burden may arise.

ii) Both the parties assure that during the period of operation of this settlement they will not resort to any direct action such as lockout or strike for resolving any dispute or difference that may arise between them. They will resolve such disputes by mutual negotiations or making use of conciliation machinery created by the Government for their purpose.

10. Consent Award:

Both the parties agree to submit a joint application to the Industrial Tribunal before whom the dispute pertaining to the matters covered by this settlement requesting the Hon. Presiding Officer of the Tribunal to give a consent award in terms of this settlement.

These terms shall form a part of the award. The Govt. be informed about the consent award. There shall be no order as to costs.

S. V. Nevagi
Presiding Officer
Industrial Tribunal